

DHS/MDH Contract #

10. DHS is the single state agency responsible for monitoring the review of the utilization of care and services under that state plan for MA. DHS shall monitor the timeliness of physician certification in NFs, ICFs/MR, NF/IMDs, and of physician recertification plans in ICFs/MR.
11. DHS shall be responsible for issuing Medicaid provider agreements to NFs, ICFs/MR, and NF/IMDs certified by MDH. MDH shall maintain records of all information and reports used in, determining whether facilities meet federal requirements of participation. MDH shall retain information in accordance with federal and state records retention schedules. MDH shall provide DHS summary information concerning provider certifications. Information obtained by any DHS audit process of a NF, ICF/MR, or NF/IMD relative to noncompliance with licensing and/or certification requirements shall be routinely provided to MDH.
12. MDH shall be responsible for conducting periodic educational programs, within available resources, for the staff, residents (or their representatives), and representative organizations of facilities referred to in this contract, to present current regulations, procedures and policies on the survey, certification and enforcement process.
13. MDH shall designate state-approved nursing assistant competency evaluation programs for persons seeking employment in certified nursing facilities. MDH may contract with outside vendors for a statewide program to administer the state-approved competency evaluation program. MDH shall review any preliminary agreement with an outside vendor, with DHS prior to the final execution of the contract. MDH or its contractor shall review and re-approve nursing assistant training and competency evaluation programs at a frequency and using a methodology consistent with federal regulations. MDH shall establish procedures for and maintain the security of the state-approved competency evaluation program.
14. MDH or its contractor shall maintain a registry of individuals who have satisfactorily completed an approved nursing assistant competency evaluation program or an approved nursing assistant training and competency evaluation program, in accordance with federal regulations.
15. MDH shall conduct an investigation of complaints regarding nursing facility resident abuse, neglect or misappropriation of resident property, by a nursing assistant providing services in a nursing facility, in accordance with 42 CFR 488.335. MDH shall report each confirmed case of resident abuse, neglect or misappropriation of resident property by a nursing assistant to the Minnesota Nursing Assistant Registry within 10 days of substantiation of the incident.
16. MDH shall conduct an investigation of complaints regarding nursing facility resident abuse, neglect or misappropriation of resident property, by any other individual providing services in a nursing facility, in accordance with 42 CFR 488.335. MDH shall report each confirmed case of

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resident abuse, neglect or misappropriation of resident property, by any other person providing services in a nursing facility, to the appropriate licensing authority or board.

17. MDH shall conduct Life Safety Code surveys in facilities under contract to participate in the Performance Based Contracting (PBC) Demonstration Project for ICFs/MR authorized pursuant to Chapter 1, Article 4, section 11 of the 1993 Health and Human Services Bill and the federal waiver(s) secured thereunder.

18. Financing procedures are:

A. MDH shall submit to DHS estimates for anticipated costs (federal and state share) for all survey and certification activities and case mix review, quality assurance and level of care activities, nursing assistant training and competency evaluation program and nursing assistant registry activities. State fiscal year estimates shall be provided for each fiscal year beginning July 1 and ending June 30, to be submitted to DHS no later than April 1st, for the next fiscal year. MDH shall submit to DHS estimates for the anticipated federal share of costs for all case-mix review section activities (quality assurance review/QAR), and survey and certification activities, on a quarterly basis, to be submitted no later than 60 days prior to the beginning of each quarter.

These costs shall include all costs attributable to the general expenses of MDH in order to carry out the functions of this contract, but shall exclude the costs of licensing activities. These costs shall be prepared in accordance with all applicable federal procedures and provisions, including those contained within the State Operations Manual, sections 4500, and 4544. All estimated costs, reports of expenditures and other reports shall be prepared in accordance with budget and accounting methods adopted by the State of Minnesota. MDH shall furnish or make available information on any accounts, expenditures or reports as requested by DHS or as may be necessary for audit purposes to verify that expenditures were made only for purposes authorized by this contract.

B. DHS shall provide funds to MDH within appropriated amounts and utilizing available federal financial participation (FFP) match rates for reasonable and necessary costs associated with carrying out the provisions of this contract. DHS shall be responsible for securing the necessary Medicaid state share for funding survey and certification activities attributable to Medicaid facilities, and the Medicaid portion of survey and certification activities attributable to dually certified facilities. DHS will make adequate provisions for obtaining the necessary Medicaid state share of survey and certification activities. Should HCFA impose fiscal or programmatic sanctions against the survey and certification

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program which are attributable to inadequate state Medicaid funding, DHS shall be responsible for addressing these issues.

DHS shall pay MDH invoices within 30 days of submission. Funds shall be paid in accordance with generally accepted accounting methods and procedures adopted by the State of Minnesota and federal financing procedures. In the event that there are changes in FFP, the state's financial obligations, or other requirements under provisions of this contract, MDH and DHS will review this contract. Through the course of this contract, MDH and DHS will identify any savings, or additional funding needed to meet the requirements of the Medicaid program. DHS and MDH may amend any portion of this contract by mutual agreement.

- C. The state-appropriated amount for survey and certification, inspection of care or medical review and the OBRA nursing assistant administrative activities as specified in this contract for the period beginning July 1, 1999 and ending June 30, 2001 is \$ 6,000,000. Monies not expended in SFY2000 shall be carried forward into SFY2001.

The allocation of contract funds for SFY 2000 is \$3,400,000, which includes performance of the Case Mix Review Audit activities by MDH. The allocation of contract funds for SFY 2001 is \$2,600,000. Effective July 1, 2000, the Case Mix Review (CMR) Program will be reduced in scope and size to conform with this funding reduction. No later than December 30, 1999, MDH and DHS shall enter into a written agreement detailing the program reduction in Case Mix Review. In the event that program reductions are not implemented, DHS shall provide additional funding to meet program requirements.

- D. DHS shall establish a separate account for the collection and disbursement of funds related to the imposition of civil monetary penalties (CMP's). This account shall be monitored and reviewed during the regular contract review process. The Joint Committee, under authority of the Health Care Finance Administration (HCFA), and consisting of appointed representatives from DHS, MDH and the Office of Ombudsmen, shall make decisions related to the implementation and use of these funds.
- E. In the event that there are ICFs whose participation in the Performance Based Contracting (PBC) Project begins and/or ends on or after July 1, 1999, DHS and MDH shall review the contract for appropriate funding and/or work-load levels for survey and/or quality review activities.

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19. This contract constitutes the whole agreement between the parties, and it is mutually understood that no alterations or variations to the terms of this contract shall be valid unless amendments hereto are made in writing and agreed to by the signatories of this contract, or their successors in office. If this contract is terminated, any funds paid to MDH under the provisions of this contract that have not been expended or encumbered in accordance with the provisions of this contract before the due date of termination and any property purchased with funds paid to MDH under provisions of this contract shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.

20. MDH hereby designates Linda Sutherland, Director of the Facility and Provider Compliance Division, and DHS hereby designates Robert Held, Division Director of Continuing Care for the Elderly, or their successors in office, as authorized agents for the purpose of responsibility for the supervision of work involved under this contract. DHS hereby designates Munna Yasiri, or her successor/s in office, as contract manager for the responsibility of administering this contract and monitoring provisions contained herein, for compliance with all applicable regulations. These persons and/or their designees and successors in office shall schedule and hold meetings at least quarterly to discuss the implementation of the activities covered by this contract.

21. For the purposes of executing its responsibilities and to the extent set forth in this contract, MDH and DHS employees and agents shall have access to private data maintained by MDH and DHS to the extent necessary to carry out their respective responsibilities under this contract and applicable federal and state requirements. The Commissioner of Health is the responsible authority for data maintained by the Department of Health. The Commissioner of Human Services is the responsible authority for data maintained by the Department of Human Services. MDH and DHS accept responsibility for providing supervision and training to their agents and employees to ensure compliance with the Data Practices Act. No private or confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by statute, either during the period of the contract or thereafter.

22. DHS and MDH agree that each party will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of any others and the results thereof. MDH and DHS liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.376, and other applicable laws.

23. This contract shall be read in a manner consistent with Title XIX of the Social Security Act and with Minnesota Statutes, Chapters 256B, 144 and 144A, and the regulations and rules promulgated thereunder, and with policy bulletins, directions or other materials issued by HHS.

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24. This contract shall be effective beginning July 1, 1999. On that date, the contract # 416479 effective July 1, 1997 between DHS and MDH, which relates to the same subject as this contract shall be terminated.

25. This contract shall expire on June 30, 2001, unless an amendment is executed to extend the term.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed, intending to be bound thereby.

Minnesota Department of Human Services
(State Medicaid Agency)

By: Michael D. Kaefer

Date: 7/27/99

Minnesota Department of Health
(State Survey Agency)

By: Jane Brunner

Date: 7/21/99

Office of Attorney General

By: Stephen A. Carlson

Date: 7/28/99

STATE: MINNESOTA
Effective: July 1, 1999
TN: 99-18
Approved: ~~Jan 15 1999~~
Supersedes: 95-39

ATTACHMENT 4.16-A
Agreement #3

**CONTRACT BETWEEN THE
MINNESOTA DEPARTMENT OF HUMAN SERVICES
AND THE MINNESOTA DEPARTMENT OF HEALTH**

**FOR PROGRAM DEVELOPMENT, TRAINING AND EVALUATION OF
CHILD AND TEEN CHECKUP SERVICES**

INTERAGENCY AGREEMENT

ORIGINAL COPY

Accounting Information:Org # H102 Req# H55H04 fiscal year: 2nd 1/2 of 1999 and FY 2000 vendor number: 200004393total amount of contract: \$153,028 amount of contract first fy: \$51,010

commodity code: _____ commodity code: _____

object code: _____ object code: _____

Accounting Distribution 1:

Accounting Distribution 2:

Accounting Distribution 3:

fund: _____

fund: _____

fund: _____

appr: _____

appr: _____

appr: _____

org/sub: _____

org/sub: _____

org/sub: _____

rept cat: _____

rept cat: _____

rept cat: _____

amount: _____

amount: _____

amount: _____

Processing Information: [some entries may not apply]Requisition: _____
number / date / entry initialsSolicitation: Health Seller Fund 200
Health Seller Agency H12
number / date / entry initialsContract: 422336 B6 1/26/99
number / date / entry initialsOrders: A3000001556 Rev G
number / date / signature[Individual signing certifies that funds have been
encumbered as required by MS § 16A15.]1/26/99

WHEREAS, the Commissioner of the Minnesota Department of Human Services (hereinafter the DHS) is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

WHEREAS, the Commissioner of the Minnesota Department of Health (hereinafter the MDH) is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

WHEREAS, the United States Department of Health and Human Services has promulgated regulations to set conditions for federal financial participation for health and related supportive services in the Title XIX Program for Child and Teen Checkups (42 CFR 432.50 aka EPSDT), for which the DHS is the agency responsible; and

WHEREAS, the MDH is the agency with the responsibility to protect, maintain and improve the health of the citizens of Minnesota under Minnesota Statutes, sections 144.05 and 144.07, and it is the designated agency to administer the Maternal and Child Health Services Block Grant (Title V of the Social Security Act as amended), Minnesota Statute, section 145.88 through 145.889,

NOW, THEREFORE, it is agreed:

I. THE MDH DUTIES, the MDH staff shall

A. Training Sessions

1. Prepare for and conduct training session presentations or portions thereof for which it is responsible.
2. Participate in meetings convened by the DHS to develop training session agendas, and materials, schedules, and joint presentation planning, and other materials as needed for the Activities Sections A., B., C., F., and I. below.
3. Per Section I. Activities A., C., F. and I., and as otherwise appropriate, notify all interested persons/agencies of training sessions schedule at least four weeks before the first training session. Up to six weeks notice is allowed for scheduling ad hoc training sessions and joint MDH/DHS training sessions to ensure availability. For scheduled revisions thereafter, prior notices will be given to all interested persons/agencies with as much advance notice as possible.
4. Provide the DHS, within two weeks of request, MDH EPS approved agencies/clinics and/or providers and school health newsletter mailing list so that DHS training session information can be sent to the appropriate people.
5. Will in good faith schedule and coordinate with others' schedules the training sessions in this contract so that, as much as possible, the location, time, day, date, time and length of the training session is conducive to the intended audience.
6. Will in good faith attempt to reschedule or change training sessions canceled due to unavailability of interested participants or inclement weather. The minimum recommended number of participants for ad hoc inservice training sessions (Activity C) is ten, in the metro area, six in greater Minnesota. The recommended minimum number of participants for the three-day C&TC components training sessions (Activity A) is six in the metro area, four in greater Minnesota.

B. Curriculum Development

1. Develop and/or revise curriculum curricula and training session materials as needed for Activity A, in consultation with the DHS and consistent with the MDH, the DHS and the U.S. Department of Health and Human Services standards.
2. Develop and/or revise curricula and training session materials as needed, in consultation with the DHS, for C&TC components to meet the needs of health care providers in private practice. The curricula will include the following components: assessment of physical growth, health history review, developmental screening, nutrition screening, dental education, immunizations, laboratory tests, vision and hearing screening, mental health screening and current anticipatory guidance issues.

C. Training Session Schedule

Schedule at least the following types of training sessions:

- Activity A -- C&TC Screening components training session. Notice of this training session will be sent to lists of interested persons/agencies identified by the DHS per section III.F. including C&TC providers, DHS enrolled clinics, and other agencies, county public health, nonprofit or community

clinics, tribal or Indian Health Service clinics, and Head Start; school-based clinics, C&TC Coordinators, plus the lists maintained by the MDH of the MDH approved programs/EPS providers, the school health newsletter list and health plan government representatives. Priority for enrollment will be given to those who would directly provide C&TC screening services to Minnesota Health Care Programs (MHCP) enrollees. Trainees who will provide only some of the required components may attend the appropriate individual component sessions.

Schedule at least three of these three-day training sessions in contract year one (January 1, 1999 - June 30, 1999) and six in contract year two (July 1, 1999 - June 30, 2000) for training Registered Nurses or Public Health Nurses who: have not previously attended the Child and Teen Checkups training workshop; actively provide C&TC screenings but have not attended in at least six years; or have not actively provided C&TC screenings and have not attended in at least four years. The training session purpose for enrollees is to obtain the knowledge and skills needed to provide C&TC services consistent with program standards. At least one training session will be held in northern greater Minnesota and at least one in southern greater Minnesota.

- Activity B -- An individual consultation, provided for all newly trained providers who received training in Activity A. This consultation will consist of a clinic site visit designed to provide a supervised clinical experience for newly trained public health nurses in order to reinforce their skills. If necessary, a second consult may be scheduled to assess skills in the performance of C&TC components.
- Activity C-- Provide six to eight inservice C&TC or ad hoc training sessions in contract year one (January 1, 1999 - June 30, 1999) and ten to twelve in contract year two (July 1, 1999 - June 30, 2000) as requested by public and/or private providers or county C&TC coordinators on topics such as, newborn assessment, as scheduled by the MDH in consultation with the DHS. The training session requests and the topic requested will be considered and agreed upon by both the MDH and the DHS in order to strategically assure the most efficient use and to achieve the greatest impact for these training sessions. These trainings will be coordinated with county C&TC coordinators to maximize attendance.
- Activity D - Per Section III.E. participate in or provide five C&TC regional training workshops in contract year one and three in contract year two for health care providers in private practice in the provision of C&TC components and standards as scheduled by the DHS including C&TC coordinators' sessions and other collaborative training sessions.
- Activity E -- Per arrangements made by DHS, MDH staff will participate in the completion of the two C&TC training video tapes currently underway from the last contract period.
- Activity F -- Schedule at least thirteen 1-day workshops in during the course of contract years one and two to train nurses and personnel in physicians offices and public agencies to provide the Denver II or other standardized developmental screening tool agreed upon by MDH and DHS staff.
- Activity G -- Provide technical assistance to managed care and fee-for-service providers, county staff, Head Start and tribal providers, C&TC Coordinators, managed care representatives and other eligible participants in scheduling C&TC related training sessions. Coordinate and assist with C&TC-related training session needs as requested by county C&TC staff, Head Start, school clinics, tribal providers, fee-for-service and managed care providers, and other agencies in the coordination of C&TC-related training sessions (including vision, hearing and adolescent screening).

- Activity H -- Provide consultation on C&TC coordinator trainings and revisions and updates of C&TC materials such as the C&TC coordinator's manual, Your Growing Child brochures, the health history form, the periodicity schedule and other related activities.
- Activity I -- Provide at least 10 1-day workshops to train nurses and personnel from physicians' offices and public agencies to provide vision and hearing screening.

D. Fee Schedule

Activity A: fee not to exceed \$550 per participant for those attending the full training session and covered by C&TC Administrative contract funds. A reduced fee not to exceed \$50 for participants attending part of the training session or for participants not covered by administrative contract funds.

Fees will be reviewed and adjusted if necessary at the six month (July 1, 1999) and one year (January 1, 2000) intervals. Fees for all other activities not to exceed \$50 per participant. An additional fee of \$10 per participant may be added to cover costs for CEUs.

E. Reporting

Training Sessions Reporting

1. A copy of all training notices and who they were sent to will be provided to the DHS as they are prepared. Evaluation forms will be provided to the DHS as they are compiled.
2. A summary list of the notices sent, when, and to whom, will be provided in the report.
3. Reporting on Training Sessions for which the MDH was primarily responsible
 - For each training session, workshop or consultation, by date, location (city and facility) and topic, please provide: name, discipline/position, clinic(s) at which they practice or place of employment, addresses of each enrollee, whether or not they have attended this training before and if so when, what rate they paid for the class, and when reporting on Activity A, how many consults they received under Activity B. (Please note if an individual is auditing only.)
 - An estimate of inquiries about and the number of persons attending training sessions for a free or reduced fee.
 - Narrative describing how the curriculum has changed/been updated to meet the needs of the providers trained, particularly those new to this year's agreement: private providers, as well as new developments in the MCH field.
 - Copies of the evaluations to be provided to the MDH, as described in Section II. C. will accompany the annual report if they have not previously been provided.
 - Total annual fees collected for each of the Activities listed in Section I. respectively.
4. Activity-specific reporting:

Activity A - C&TC training sessions

- A copy of all materials distributed and used for the components training session (Activity A) shall be forwarded to the DHS C&TC coordinator if s/he has not been given one for the contract year.